

April 14, 2010

VIA ELECTRONIC MAIL

Kevin Shannon
Vice Chairman
CB Richard Ellis, Inc.
990 W 190th Street, Suite 100
Torrance, CA 90502

RE: CONFIDENTIAL: The Attorney General Building – Letter of Intent to Purchase

Dear Mr. Shannon:

This letter of intent serves as an offer to purchase the above referenced property owned by the State of California ("Seller") and sets forth the general terms. This offer is non-binding until the execution of the formal Purchase Contract.

The proposed terms and conditions of the transaction are as follows:

Property: A 100% fee simple interest in a 17 story Class A office building totaling 376,866 square feet known as The Attorney General Building, located at 1300 I Street, Sacramento CA and a 5-level parking garage with 593 parking stalls.

Purchase Price: One Hundred Thirty-Three Million Nine Hundred Thousand U.S. Dollars (US\$133,900,000)

Purchaser: A limited partnership to be formed by affiliates of Wealth Capital Investments, Inc. of Munich, Germany, a subsidiary of HVB Group of Munich, Germany, and a member of the UniCredit Group of Milan, Italy, and its successors and/or assigns.

Earnest Money: At the time of signing a contract of purchase and sale ("Purchase Contract"), Purchaser shall post an earnest money deposit of One Million U.S. Dollars (US\$1,000,000), which shall be refundable in full until completion of Due Diligence. Upon completion of the Due Diligence, if Purchaser does not terminate the Purchase Contract, the deposit shall increase by Two Million U.S. Dollars (US\$2,000,000) for a total of Three Million U.S. Dollars (US\$3,000,000) and become nonrefundable, except upon Seller's default or upon the failure of any condition of the Purchase Contract, and the deposit shall be forfeitable to Seller as its sole remedy if Purchaser fails to close after satisfaction of all conditions to its obligation to do so. At Purchaser's option, the deposit will be in the form of cash, to be delivered to the Title Company and held in an interest-bearing account with interest accruing to Purchaser.

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Due Diligence Period: Purchaser shall have a period of thirty (30) days following the full execution of the Purchase Contract to conduct its due diligence and investigation of the Property and review of due diligence materials (including, but not limited to, a Phase I Environmental report, title reports and current survey) to conduct a full due diligence investigation of the Property. Seller shall make available to Purchaser all books and records (including without limitation all leases, rent rolls, financial records and information regarding the current status of negotiations with prospective tenants) relating to the Property for such purposes, and shall afford Purchaser full access to the Property for conducting such physical inspections, surveys, environmental investigations and other examinations as Purchaser shall deem appropriate, in its discretion. Purchaser shall restore the Property to its prior condition at the conclusion of any investigatory work.

The Purchase Contract will be terminable by Purchaser at or prior to the expiration of the Due Diligence Period, in Purchaser's sole discretion, for any reason or no reason. The deposit and any interest will be returned to Purchaser upon its termination of the Purchase Contract.

Title and Survey: Seller will convey to Purchaser good and marketable title to the Property, free and clear of all taxes, assessments, liens and encumbrances except those matters which are disclosed in a title report and survey and which are approved by Purchaser.

Closing: Closing shall take place within thirty (30) days after the expiration of the Due Diligence Period.

Financing/Equity: Purchaser's proposed financing information is provided as an indication to assist in the Seller's decision making process. To finance this transaction the Purchaser will only need to secure a syndication or "bridge" loan from a bank in Germany. Purchaser has favorable indications on both bridge financing and permanent financing. It has not been determined what the final debt to equity ratio for the 10 year loan will be but it would most likely not exceed 60% loan to value.

Confidentiality: Purchaser and Seller agree to keep the terms and conditions of this letter of intent confidential to themselves and their affiliates, and not to disclose same, except to their respective attorneys, accountants, lenders and prospective lenders and investors, agents, consultants, advisors, architects, engineers and other professionals involved in this transaction. If the Purchase Contract is not entered into, or if Purchaser terminates same, Purchaser shall return the seller-provided materials to Seller at Seller's request.

This letter shall, upon execution by the Seller and delivery of a copy to the undersigned, serve as the letter of intent between Seller and Purchaser. Seller and Purchaser agree to enter into negotiations for a Purchase Contract upon the above general terms and conditions, and such other terms and conditions as may be agreeable to the parties, after Seller's acceptance hereof. Upon execution hereof by Seller, Seller agrees to take property off the market pending negotiation and execution of the Purchase Contract and thereafter until termination of or closing under the Purchase Contract.



Member of  UniCredit Group

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The proposal reflected in this Letter of Intent is effective as to Purchaser and open to Seller for acceptance for 45 days from the date hereof.

Very truly yours,

WEALTH CAPITAL INVESTMENTS, INC.

A handwritten signature in blue ink, appearing to read 'R. M. Aldrich', written over a horizontal line.

Robert M. Aldrich
President

Accepted:
[Seller]

By: _____

Name: _____

Title: _____